

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

ERIE INSURANCE COMPANY, as subrogee of Anthony Liakonis and Lori Liakonis,	:	
Plaintiff,	:	
	:	
v.	:	Case No. 3:20-cv-00319-DCLC-DCP
ELECTROLUX HOME PRODUCTS, INC.,	:	
ELECTROLUX NORTH AMERICA, INC.,	:	
GD MIDEA AIR CONDITIONING	:	
EQUIPMENT, LTD., MIDEA GROUP CO.,	:	
LTD., MIDEA AMERICA CORPORATION,	:	
and MIDEA INTERNATIONAL TRADING	:	
CO., LTD.	:	
	:	
Defendants.		

**DEFENDANT ELECTROLUX HOME PRODUCTS, INC.'S
ANSWER TO PLAINTIFF'S COMPLAINT**

Defendant Electrolux Home Products, Inc., by and through its undersigned counsel, hereby answers plaintiff's Complaint as follows:

THE PARTIES

1. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.
2. Admitted.
3. Admitted, except that the address of Electrolux North America, Inc.'s registered agent in Ohio is 4400 Easton Commons Way, Suite 12, Columbus, OH 43219.

4. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

5. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

6. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

7. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

8. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

JURISDICTION

9. Denied as conclusions of law.

10. Denied as conclusions of law.

11. Denied as conclusions of law.

12. (a)-(f). Denied as conclusions of law.

13. Denied as conclusions of law.

VENUE

14. Electrolux Home Products, Inc. denies, as a conclusion of law, the allegation that "Venue is proper in this Court." To the extent this paragraph of the Complaint contains allegations of fact, after reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of said allegations.

BACKGROUND FACTS

15. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

16. Denied.

17. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

18. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

19. Denied.

20. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

21. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

22. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

23. Denied as stated.

24. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

25. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

26. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

27. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

28. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

29. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

30. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

31. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

32. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

33. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

34. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

35. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

36. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

37. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

38. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

39. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

40. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

41. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

42. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

43. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

44. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

45. Denied.

46. Denied.

47. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

48. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

49. Admitted.

50. Denied as stated.

51. Admitted.

52. Admitted.

53. Denied.

54. Denied as stated.

55. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

56. Denied as conclusions of law.

57. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

**COUNT I AGAINST ELECTROLUX HOME PRODUCTS, INC.: NEGLIGENT DESIGN
AND MANUFACTURE**

58. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-57 of its Answer as if fully set forth again at length herein.

59. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

60. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

61. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

62. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, and distributing Frigidaire dehumidifiers, but denies the remaining allegations set forth in this paragraph of the Complaint.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. (a)-(g). Denied.

70. Denied.

71. Denied.

72. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

73. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT II AGAINST ELECTROLUX HOME PRODUCTS, INC.: NEGLIGENT FAILURE TO WARN

74. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-73 of its Answer as if fully set forth again at length herein.

75. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

76. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

77. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

78. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, and distributing Frigidaire dehumidifiers, but denies the remaining allegations set forth in this paragraph of the Complaint.

79. Denied.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. (a)-(g). Denied.

87. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

88. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT III AGAINST ELECTROLUX HOME PRODUCTS, INC.: STRICT LIABILITY

89. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-88 of its Answer as if fully set forth again at length herein.

90. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

91. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

92. Denied. Electrolux Home Products, Inc. specifically denies that it designed or manufactured the subject product and states that, after reasonable investigation, it is without

knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

93. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

94. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

95. Admitted.

96. Admitted.

97. Denied.

98. Denied.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

103. Denied.

104. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

105. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT IV AGAINST ELECTROLUX HOME PRODUCTS, INC.: BREACH OF
EXPRESS WARRANTY**

106. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-105 of its Answer as if fully set forth again at length herein.

107. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

108. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

109. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

110. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

111. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

112. Denied.

113. Denied.

114. Denied.

115. Denied.

116. Denied.

117. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT V AGAINST ELECTROLUX HOME PRODUCTS, INC.: BREACH OF IMPLIED WARRANTY

118. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-117 of its Answer as if fully set forth again at length herein.

119. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

120. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

121. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

122. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

123. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

124. Denied.

125. Denied.

126. Denied.

127. Denied.

128. Denied.

129. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT VI AGAINST ELECTROLUX NORTH AMERICA, INC.: NEGLIGENT DESIGN AND MANUFACTURE

130. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-129 of its Answer as if fully set forth again at length herein.

131. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

132. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

133. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

134. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

135. Denied.

136. Denied.

137. Denied.

138. Denied.

139. Denied.

140. Denied.

141. (a)-(g). Denied.

142. Denied.

143. Denied.

144. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

145. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT VII AGAINST ELECTROLUX NORTH AMERICA, INC.: NEGLIGENT FAILURE TO WARN

146. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-145 of its Answer as if fully set forth again at length herein.

147. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

148. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

149. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to

form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

150. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

151. Denied.

152. Denied.

153. Denied.

154. Denied.

155. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., denied. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

156. Denied.

157. Denied.

158. (a)-(g). Denied.

159. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

160. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT VIII AGAINST ELECTROLUX NORTH AMERICA, INC.: STRICT LIABILITY

161. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-160 of its Answer as if fully set forth again at length herein.

162. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

163. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

164. Denied. Electrolux Home Products, Inc. specifically denies that it designed or manufactured the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

165. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

166. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

167. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

168. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

169. Denied.

170. Denied.

171. Denied.

172. Denied.

173. Denied.

174. Denied.

175. Denied.

176. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

177. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT IX AGAINST ELECTROLUX NORTH AMERICA, INC.: BREACH OF
EXPRESS WARRANTY**

178. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-177 of its Answer as if fully set forth again at length herein.

179. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

180. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

181. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

182. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

183. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

184. Denied.

185. Denied.

186. Denied.

187. Denied.

188. Denied.

189. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT X AGAINST ELECTROLUX NORTH AMERICA, INC.: BREACH OF
IMPLIED WARRANTY**

190. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-189 of its Answer as if fully set forth again at length herein.

191. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

192. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

193. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

194. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

195. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

196. Denied.

197. Denied.

198. Denied.

199. Denied.

200. Denied.

201. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XI AGAINST GD MIDEA AIR CONDITIONING EQUIPMENT, LTD:
NEGLIGENT DESIGN AND MANUFACTURE**

202. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-201 of its Answer as if fully set forth again at length herein.

203. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

204. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

205. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

206. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

207. Denied.

208. Denied.

209. Denied.

210. Denied.

211. Denied.

212. Denied.

213. (a)-(g). Denied.

214. Denied.

215. Denied.

216. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

217. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XII AGAINST GD MIDEA AIR CONDITIONING EQUIPMENT, LTD:
NEGLIGENT FAILURE TO WARN**

218. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-217 of its Answer as if fully set forth again at length herein.

219. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

220. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

221. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint.

222. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

223. Denied.

224. Denied.

225. Denied.

226. Denied.

227. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., denied. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

228. Denied.

229. Denied.

230. (a)-(g). Denied.

231. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

232. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XIII AGAINST GD MIDEA AIR CONDITIONING EQUIPMENT, LTD:
STRICT LIABILITY**

233. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-232 of its Answer as if fully set forth again at length herein.

234. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

235. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

236. Denied. Electrolux Home Products, Inc. specifically denies that it designed or manufactured the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

237. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

238. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

239. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

240. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

241. Denied.

242. Denied.

243. Denied.

244. Denied.

245. Denied.

246. Denied.

247. Denied.

248. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

249. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XIV AGAINST GD MIDEA AIR CONDITIONING EQUIPMENT, LTD:
BREACH OF EXPRESS WARRANTY**

250. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-249 of its Answer as if fully set forth again at length herein.

251. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

252. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

253. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

254. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

255. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

256. Denied.

257. Denied.

258. Denied.

259. Denied.

260. Denied.

261. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XV AGAINST GD MIDEA AIR CONDITIONING EQUIPMENT, LTD:
BREACH OF IMPLIED WARRANTY**

262. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-261 of its Answer as if fully set forth again at length herein.

263. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

264. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

265. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

266. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

267. Denied.

268. Denied.

269. Denied.

270. Denied.

271. Denied.

272. Denied.

273. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XVI AGAINST MIDEA GROUP CO., LTD.: NEGLIGENT DESIGN AND MANUFACTURE

274. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-273 of its Answer as if fully set forth again at length herein.

275. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

276. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

277. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations set forth in this paragraph are directed to other defendants.

278. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

279. Denied.

280. Denied.

281. Denied.

282. Denied.

283. Denied.

284. Denied.

285. (a)-(g). Denied.

286. Denied.

287. Denied.

288. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

289. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XVII AGAINST MIDEA GROUP CO., LTD.: NEGLIGENT FAILURE TO
WARN**

290. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-289 of its Answer as if fully set forth again at length herein.

291. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

292. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

293. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the

Complaint, including to the extent the allegations set forth in this paragraph are directed to other defendants.

294. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

295. Denied.

296. Denied.

297. Denied.

298. Denied.

299. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., denied. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

300. Denied.

301. Denied.

302. (a)-(g). Denied.

303. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

304. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XVIII AGAINST MIDEA GROUP CO., LTD.: STRICT LIABILITY

305. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-304 of its Answer as if fully set forth again at length herein.

306. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

307. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

308. Denied. Electrolux Home Products, Inc. specifically denies that it designed or manufactured the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

309. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

310. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

311. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

312. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

313. Denied.

314. Denied.

315. Denied.

316. Denied.

317. Denied.

318. Denied.

319. Denied.

320. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

321. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XIX AGAINST ELECTROLUX MIDEA GROUP CO., LTD.: BREACH OF
EXPRESS WARRANTY**

322. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-321 of its Answer as if fully set forth again at length herein.

323. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

324. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

325. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

326. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

327. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

328. Denied.

329. Denied.

330. Denied.

331. Denied.

332. Denied.

333. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XX AGAINST MIDEA GROUP CO., LTD.: BREACH OF IMPLIED WARRANTY

334. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-333 of its Answer as if fully set forth again at length herein.

335. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

336. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

337. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

338. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

339. Denied.

340. Denied.

341. Denied.

342. Denied.

343. Denied.

344. Denied.

345. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XXI AGAINST MIDEA AMERICA CORPORATION: NEGLIGENT DESIGN AND MANUFACTURE

346. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-345 of its Answer as if fully set forth again at length herein.

347. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

348. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

349. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations set forth in this paragraph are directed to other defendants.

350. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

351. Denied.

352. Denied.

353. Denied.

354. Denied.

355. Denied.

356. Denied.

357. (a)-(g). Denied.

358. Denied.

359. Denied.

360. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

361. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XXII AGAINST MIDEA AMERICA CORPORATION: NEGLIGENT FAILURE
TO WARN**

362. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-361 of its Answer as if fully set forth again at length herein.

363. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

364. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

365. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., denied. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

366. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., denied. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

367. Denied.

368. Denied.

369. Denied.

370. Denied.

371. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., denied. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

372. Denied.

373. Denied.

374. (a)-(g). Denied.

375. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

376. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XXIII AGAINST MIDEA AMERICA CORPORATION: STRICT LIABILITY

377. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-376 of its Answer as if fully set forth again at length herein.

378. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

379. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

380. Denied. Electrolux Home Products, Inc. specifically denies that it designed or manufactured the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

381. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

382. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

383. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

384. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

385. Denied.

386. Denied.

387. Denied.

388. Denied.

389. Denied.

390. Denied.

391. Denied.

392. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

393. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XXIV AGAINST MIDEA AMERICA CORPORATION: BREACH OF
EXPRESS WARRANTY**

394. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-393 of its Answer as if fully set forth again at length herein.

395. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

396. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

397. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

398. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

399. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

400. Denied.

401. Denied.

402. Denied.

403. Denied.

404. Denied.

405. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XXV AGAINST MIDEA AMERICA CORPORATION: BREACH OF IMPLIED WARRANTY

406. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-405 of its Answer as if fully set forth again at length herein.

407. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

408. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

409. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

410. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

411. Denied.

412. Denied.

413. Denied.

414. Denied.

415. Denied.

416. Denied.

417. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XXVI AGAINST MIDEA INTERNATIONAL TRADING CO., LTD.:
NEGLIGENT DESIGN AND MANUFACTURE**

418. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-417 of its Answer as if fully set forth again at length herein.

419. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

420. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

421. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations set forth in this paragraph are directed to other defendants.

422. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

423. Denied.

424. Denied.

425. Denied.

426. Denied.

427. Denied.

428. Denied.

429. (a)-(g). Denied.

430. Denied.

431. Denied.

432. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

433. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XXVII AGAINST MIDEA INTERNATIONAL TRADING CO., LTD.:
NEGLIGENT FAILURE TO WARN**

434. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-433 of its Answer as if fully set forth again at length herein.

435. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

436. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

437. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the

Complaint, including to the extent the allegations set forth in this paragraph are directed to other defendants.

438. Admitted in part, denied in part. Electrolux Home Products, Inc. admits that it is engaged in the business of packaging, labeling, selling, and distributing Frigidaire dehumidifiers, but denies each and every other allegation set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph are directed to other defendants.

439. Denied.

440. Denied.

441. Denied.

442. Denied.

443. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., denied. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

444. Denied.

445. Denied.

446. (a)-(g). Denied.

447. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

448. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XXVIII AGAINST MIDEA INTERNATIONAL TRADING CO., LTD.: STRICT LIABILITY

449. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-448 of its Answer as if fully set forth again at length herein.

450. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

451. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

452. Denied. Electrolux Home Products, Inc. specifically denies that it designed or manufactured the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

453. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

454. Denied. After reasonable investigation, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

455. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

456. To the extent this paragraph of the Complaint is directed to Electrolux Home Products, Inc., admitted. To the extent this paragraph of the Complaint is directed to other defendants, Electrolux Home Products, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in this paragraph of the Complaint.

457. Denied.

458. Denied.

459. Denied.

460. Denied.

461. Denied.

462. Denied.

463. Denied.

464. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

465. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

COUNT XXIX AGAINST MIDEA INTERNATIONAL TRADING CO., LTD.: BREACH OF EXPRESS WARRANTY

466. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-465 of its Answer as if fully set forth again at length herein.

467. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

468. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

469. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

470. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

471. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

472. Denied.

473. Denied.

474. Denied.

475. Denied.

476. Denied.

477. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

**COUNT XXX AGAINST MIDEA INTERNATIONAL TRADING CO., LTD.: BREACH
OF IMPLIED WARRANTY**

478. Electrolux Home Products, Inc. hereby incorporates paragraphs 1-477 of its Answer as if fully set forth again at length herein.

479. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

480. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

481. Denied. Electrolux Home Products, Inc. specifically denies that it designed, manufactured, maintained, assembled, inspected, installed, or tested the subject product and states that, after reasonable investigation, it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph of the Complaint, including to the extent the allegations in this paragraph of the Complaint are directed to other defendants.

482. This paragraph of the Complaint requires no response, but to an extent a response is required, denied.

483. Denied.

484. Denied.

485. Denied.

486. Denied.

487. Denied.

488. Denied.

489. Denied.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted.
2. The product in question may not have been in substantially the same condition at the time of use as at the time of design, manufacture and sale, thereby barring plaintiff's recovery.
3. The incident occurred in part, or in whole, as the result of the negligence, carelessness, gross negligence or recklessness of plaintiff and/or its subrogees, barring or limiting plaintiff's recovery. This Defendant specifically relies on Tenn. Code Ann. § 29-28-108.
4. The product in question was not defective at the time of sale and was accompanied by all appropriate warnings and instructions.
5. Adequate and complete warnings concerning the product in question were provided with the product and subsequently to all known to have purchased the product.
6. Plaintiff and/or its subrogees failed to mitigate its damages, if any.
7. Plaintiff's damages, if any, were caused by the highly reckless conduct and/or superseding, intervening acts of persons or entities other than Electrolux Home Products, Inc. and over whom Electrolux Home Products, Inc. had neither control nor the right to control.
8. Plaintiff's damages were caused solely by the acts or omissions of others over whom Electrolux Home Products, Inc. had no control.

9. At the time the product in question left the control of the manufacturer, there was not a practical and technically feasible alternative design that would have prevented the plaintiff's harm without substantially impairing the reasonably anticipated or intended function of the product.

10. The manufacture, design, inspection, warnings and labeling of the product in question were in conformity with the generally recognized state of the art at the time such product was manufactured and sold. This Defendant relies on Tenn. Code Ann. § 29-28-105(b).

11. Plaintiff's action is barred or limited by the doctrine of avoidable consequences.

12. The product in question was not properly maintained and cleaned, barring or limiting plaintiff's recovery.

13. Plaintiff's breach of express and implied warranty claims are barred and/or limited by the express language of the applicable product warranty, if any.

14. Electrolux Home Products, Inc. relies upon all applicable provisions and defenses available to it under the Tennessee Products Liability Act, Tenn. Code Ann. § 29-28-101, *et seq.*

15. The product in question was manufactured and sold in compliance with all applicable governmental statutes and regulations, and this Defendant specifically relies upon Tenn. Code Ann. § 29-28-104.

WHEREFORE, defendant Electrolux Home Products, Inc. denies that it is liable to any party for any sum and demands judgment in its favor and against plaintiff, together with costs and all other relief the Court may deem appropriate.

Respectfully submitted this 13th day of October, 2020.

WOOLF, McCLANE, BRIGHT,
ALLEN & CARPENTER, PLLC

By: s/W. Kyle Carpenter

W. Kyle Carpenter (BPR #005332)
Post Office Box 900
Knoxville, Tennessee 37901-0900
(865) 215-1000

*Attorney for Defendants Electrolux Home Products,
Inc., Electrolux North America, Inc. and Midea
America Corp.*

CERTIFICATE OF SERVICE

I hereby certify that on October 13, 2020, a copy of the foregoing Answer was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. mail. Parties may access this filing through the Court's electronic filing system.

s/W. Kyle Carpenter

WOOLF, McCLANE, BRIGHT,
ALLEN & CARPENTER, PLLC
Post Office Box 900
Knoxville, Tennessee 37901-0900
(865) 215-1000